

## **EXHIBIT 2**

<b>DOCUMENT:</b>	Change Order 1
<b>AMENDING:</b>	2021 Program Retainer
<b>CLIENT:</b>	Crossborder Solutions
<b>AGENCY:</b>	Havas Worldwide New York, Inc.
<b>AGENCY ADDRESS:</b>	200 Hudson Street New York, NY 10013
<b>CONTACT:</b>	Julie Wald
<b>DATE:</b>	February 25, 2021

This Change Order amends the 2021 Statement of Work dated December 23, 2020 and executed on January 28, 2021.

### Business Objectives

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This change order is to amend the **Staffing Plan & Fixed Fees** and **Fixed Fee Billing Schedule** sections of the original SOW with the below.

#### Summary of Fixed Fees:

Agency Fixed Fees	= \$7,103,721
Anticipated OOP Expenses	= TBC
<b>Total Fixed Fees</b>	<b>= \$7,103,721</b>

The following paragraph is stricken from the Statement of Work:

"Agency will risk \$400,000 of the SOW fixed fee with a possible maximum reward of \$800,000 based on a sliding, weighted scale of KPIs to be mutually defined and agreed to by January 10, 2021. Upon completion of the SOW, both parties will review and agree upon all KPI results. The risk/reward result will be payable within 30 days of the final KPI reconciliation, to be paid by December 31, 2021."

### Fixed Fee Billing Schedule

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Revised billing schedule for Fixed Fees:

Month	Amount	
January	315,186	<i>Previously Invoiced</i>
February	472,779	<i>Previously Invoiced</i>
March	943,569	
April	843,567	
May	843,567	
June	843,567	
July	473,581	
August	473,581	
September	473,581	
October	473,581	
November	473,581	
December	473,581	
<b>Total</b>	<b>7,103,721</b>	

Monthly fees are invoiced on the first of the month and payable within 30 days.

**Termination**

For this SOW only, both parties agree to 30 day termination in 2021 subject to the following criteria:


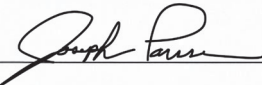
- i) Termination prior to August 1<sup>st</sup>, 2021 is 60 days ✓
- ii) Havas is compensated greater of labor hours worked or fee invoiced through the termination period ✓



**Agreement and Acceptance**

Upon execution of this Change Order, the Parties agree to the roles and responsibilities outlined herein. If this Change Order is terminated prior to completion, Crossborder Solutions will reimburse Havas Worldwide New York for all services rendered to date.

This Change Order and the governing MSA, along with the 2021 Statement of Work dated December 23, 2020 and executed on January 28, 2021 entered into by the parties, contain the entire understanding between the Parties and no other Agreements, contracts or understanding, either written or verbal, exist between the Parties concerning the subject matter of this Change Order. No change or modification to this Change Order shall be binding or of any effect unless such is signed by both Parties. In the event that this document conflicts with previous Agreements, the governing MSA shall prevail.

Signing below indicates acceptance of this Change Order by both Crossborder Solutions and Agency and the timeline and deliverables outlined within.

I. Havas Worldwide New York, Inc.	
Name: 	Joseph Parise
Title: Finance Director	
Signature: 	
Date: March 30, 2021	

II. Crossborder Solutions	
Name: 	Donald Scherer
Title: CEO	
Signature: 	
Date: 3.25.21	